

NS  
01 MAY 22 PM 3:10

Vol. M01 Page 23611  
STATE OF OREGON,

**MAINTENANCE AGREEMENT  
OF EASEMENT**

Between  
Alfred L. Edgar, Judy A. Edgar  
and Sherrie L. Edgar  
3370 Lake Forest Rd.  
Chiloquin, Or. 97624

And  
Eric F. Shepherd and Candice S. Shepherd  
2579 Homedale  
Klamath Falls, Or. 97603

After recording, return to (Name, Address, Zip):

Alfred L. Edgar  
3370 Lake Forest Road  
Chiloquin, OR 97624

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath  
Recorded 05/22/01, at 3:10 p.m.  
In Vol. M01 Page 23611  
Linda Smith,  
County Clerk Fee \$ 21.00  
by \_\_\_\_\_

mtc S3609-m

WHEREAS: The first party is the record owner of the following described real property in Klamath  
County, State of Oregon, to-wit:

Parcel 2 of Land Partition 20-00 being lots 7 and 8, Block 3 and  
Lots 7 and 8, Block 4 of "Bailey Tracts NO. 2" and a portion of vacated  
Rowald street, situated in the SE $\frac{1}{4}$  of section 2, Township 39 South,  
Range 9 East, Willamette Meridian, Klamath County, Oregon

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and  
between Alfred L. Edgar, Judy A. Edgar and Sherrie L. Edgar  
hereinafter called the first party, and Eric F. Shepherd and Candice S. Shepherd

hereinafter called the second party, WITNESSETH:

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party responsible for \_\_\_\_\_% and the second party responsible for \_\_\_\_\_. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

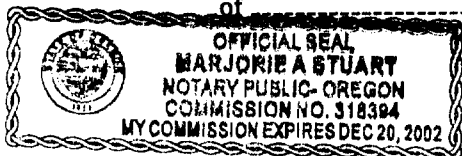
Alfred L. Edgar  
Judy A. Edgar  
FIRST PARTY

Sherrie L. Edgar  
Alfred L. Edgar

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on May 14, 2001,  
by Alfred L. Edgar, Judy A. Edgar and Alfred L. Edgar for Sherri L. Edgar

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



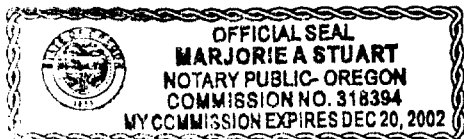
Margaret A. Stuart  
Notary Public for Oregon  
My commission expires 12-20-02

Candice S. Shepherd  
SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on May 14, 2001,  
by Eric F. Shepherd and Candice S. Shepherd

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Margaret A. Stuart  
Notary Public for Oregon  
My commission expires \_\_\_\_\_